

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**  
*Pittsburgh Division*

IN RE:	
MATTIE M DAVID	Case No. 18-22880-GLT
FREEDOM MORTGAGE CORPORATION	Chapter 13
Movant	Conciliation Conference 1/6/2022
vs.	1:30 PM
MATTIE M DAVID	
Debtor	

**STIPULATION IN SETTLEMENT OF OBJECTION TO CONFIRMATION OF  
DEBTOR'S CHAPTER 13 PLAN**

It is hereby stipulated by and between Brock & Scott, PLLC, counsel for the Movant, Freedom Mortgage Corporation, and Daniel R. White, Esquire, counsel for the Debtor, as follows:

1. The Debtor is Mattie M. David in the above-captioned bankruptcy case.
2. Movant is Freedom Mortgage Corporation, the secured mortgagee of a first lien on Debtor's property located at 54 Areford Blvd, Uniontown, Pennsylvania 15401 ("Property").
3. Movant filed an amended proof of claim on January 17, 2020 regarding the mortgage lien on the Property listing arrears in the amount of \$1,194.50. Claim No. 15-2.
4. Movant filed a Supplemental Proof of claim for CARES Forbearance Claim (SPOC) on 7/1/2021. The SPOC lists the forbearance period of 3/1/2020 through 8/1/2020 with a total of payments due under the forbearance in the amount of \$4,999.48.
5. Debtor filed an Amended Plan on 9/7/2021. (Doc #93).

6. Movant filed an Objection to Plan on 10/5/2021. (Doc. 101). The Objection states that the Plan did not update Section 3.1 properly to reflect post petition arrearage for the forbearance arrears.
7. The Parties desire to amicably resolve the Objection to Confirmation of Debtor's Chapter 13 Plan.

**NOW THEREFORE**, the Parties stipulate and agree as follows:

8. The correct arrears in the filed Amended Proof of Claim is correctly listed as \$1,194.50.

9. Post petition delinquency from the forbearance period is:

9/1/20 to 12/1/20 @1249.87 = 4999.48

1/1/21 to 5/1/21 @1249.87 = 6249.35

6/1/21 to 8/1/21@1310.29 = 3,930.87

(6 payments were made during the forbearance period in the amount of 1249.87 each = 7,499.22)

**Total 15,179.70**

10. The Parties agree that the above listed prepetition arrears will be paid by the Chapter 13 Trustee and post petition forbearance will be capitalized and paid outside of the plan after the Debtor's case has ended.

**IN WITNESS WHEREOF**, and intending to be a legally bound hereby, the parties to the above-captioned action, by their respective attorneys, each of whom has been expressly authorized to enter into this Stipulation of Settlement, set their signatures below.

Dated: January 6, 2022

/s/Mario Hanyon

Mario Hanyon, Esq.

Attorney for Movant

/s/Daniel R. White

Daniel R. White, Esquire

Attorney for Debtor

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**ORDER**

**AND NOW**, this        day of                   , 2021, it is hereby **ORDERED** that the corresponding Stipulation is hereby approved, shall be, and is hereby made an Order of this Court.

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Honorable Gregory L. Toddonio  
United States Bankruptcy Judge